

BK0387PG0369

NE1/4, S33, T1S, R9W
NW1/4, S34, T1S, R9W

STATE OF MISSISSIPPI

STATE MS - DE SOTO CO. *BC***BELLSOUTH**COUNTY OF DeSoto

FEB 23 11 58 AM '01

Preparer's name and address
(Return document to the
BellSouth address on back)
Furr and Associates, Inc.
3855 Outland Rd.
Memphis, Tn 38118

BK 387 369

EASEMENT

For and in consideration of two thousand dollars (\$ 2,000.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, Page _____, DeSoto County, Mississippi Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract of land lying in Section 33 and 34, Township 1 South, Range 9 West, Meridian, DeSoto County, State of Mississippi, consisting of a strip and parcel of land as a private right of way easement on properties owned by Walls Partners, L.P., a Mississippi limited Partnership. For legal description please see attached survey prepared by Smith Engineering Firm Inc. 891 Rasco Road Southaven, MS 38671 662-393-3348

The following rights are also granted: ingress to and egress from said easement at all times; the right, but not the obligation, to clear easement and keep it cleared of all trees, undergrowth, or other obstructions; the right but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements; the right to conduct site evaluations and /or other above and below ground tests and surveys deemed necessary by Grantee; and the right to test and maintain generators and associated equipment.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc. its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity; provided however, if the Grantee or its successors cease use of the easement, then it should automatically terminate.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

It is agreed between Grantor and Grantee that Grantee shall use the nearest available parking space for maintenance and/or construction.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 8 day of February, 2001.

Signed, sealed, and delivered
in the presence of:

Ellen Garrett

Witness:

Becky Collins

Witness:

Walls Partners, L.P., a Mississippi limited partnership
Name of Company

BY: Laurel PARK, LLC.

Title: General Partner
PARK Horizon Development, LLC, member

Attest: Rodney F. Triplett Jr.

Owner: MEMBER/MANAGER

State of Mississippi

County of Ramsey

Before me, notary public of the State and County mentioned, personally appeared Rodney F. Triplett Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Member/Manager of the Park Horizon Development, LLC, the within bargainer, a Mississippi limited partnership, and that he/she as such Member/Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Member Manager.

Notary Public

My Commission Expires 3-29-02

Grantor's Address:

Walls Partners, L.P.
PO Box 741
Jackson, MS 39205-0741
601-939-1046

Grantee's Address:

BELLSOUTH TELECOMMUNICATIONS, INC.
3855 OUTLAND ROAD
MEMPHIS, TN 38118

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center	Authority
Memphis	R45C	Westwood	08T07061N PMTOOL 8630

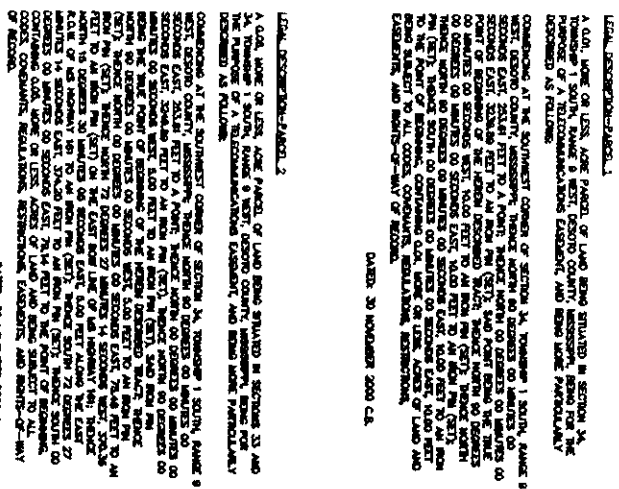
Drawing	Area Number	Plat Number	R/W Number

Approval

C. V. Miles

Title

Area Manager



DATE: 30 NOVEMBER 2000 C.B.

BOUNDARY SURVEY

SES

SMITH
ENGINEERING FIRM
INCORPORATED

PO BOX 14500
PORTLAND, MISSISSIPPI 39271

(602) 363-5344
(602) 363-0774
FAX (602) 363-0774

LEGAL DESCRIPTIONS OF A 5' BELL SOUTH EAST AND A 10'10" BELL SOUTH EASTMENT

DESOTO COUNTY
SECTIONS 33-34, T 1 S, R 9 W

DATE: 30 NOVEMBER 2000
FILE: CUMBING/CB
NOT TO SCALE

[illegible]

EDM W SMITH
MISSISSAUGA R.L.S. NO. 1909